

SECOND AMENDMENT TO LEASE AGREEMENT SOUTH COUNTY REGIONAL CENTER

This **SECOND AMENDMENT** is to that Lease dated November 2, 2004, by and between the **COUNTY OF SAN LUIS OBISPO**, a public entity in the State of California, hereinafter referred to as "County", and **ARROYO GRANDE VALLEY CHAMBER OF COMMERCE**, a California Nonprofit Corporation, hereinafter referred to as "Lessee".

WHEREAS, County and Lessee have entered into a Lease Agreement dated November 2, 2004 for lease and management of the South County Regional Center at 800 West Branch Street in the city of Arroyo Grande, CA, hereinafter referred to as "Lease"; and

WHEREAS, Lessee has been managing the South County Regional Center since 1989, and

WHEREAS, Lessee has undergone a corporate name change since entering into the above referred to Lease and is now known as: "Arroyo Grande & Grover Beach Chamber of Commerce, a Domestic Nonprofit"; and

WHEREAS, Paragraph 3 Mutual Option to Extend provides that Lessee shall have the option to renew this Agreement under the same terms and conditions for an additional term of five (5) years, commencing November 1, 2009, and ending October 31, 2014, which option has been exercised; and

WHEREAS, Lessee has requested two (2) additional five (5) year options to renew under the same terms and conditions;

NOW, THEREFORE, in consideration of mutual covenants, promises and conditions herein set forth, the parties hereto mutually covenant and agree as follows:

The Lease between the County of San Luis Obispo and Arroyo Grande Valley Chamber of Commerce is hereby amended as follows:

1. The corporate name of Lessee is changed throughout the Lease Agreement to:
"ARROYO GRANDE & GROVER BEACH CHAMBER OF COMMERCE, A DOMESTIC NONPROFIT."
2. Paragraph 3 "Mutual Option to Extend" is deleted in its entirety and replaced with the following:

"Upon mutual consent of the General Services Director ("Director") and Lessee, Director and Lessee shall have the option to renew this Agreement under the same terms and conditions for three additional terms of five (5) years each.

The first option to renew commences November 1, 2009 and ends October 31, 2014, provided that Lessee shall give to the Director not earlier than May 1, 2009 or later than August 1, 2009, written notice of its request to renew this Agreement. Any option extension must be in writing and signed by Director and Lessee prior to the effective extension.

The second option to renew commences November 1, 2014 and ends October 31, 2019, provided that Lessee shall give to the Director not earlier than May 1, 2014 or later than August 1, 2014, written notice of its request to renew this Agreement. Any option extension must be in writing and signed by Director and Lessee prior to the effective extension.

The third option to renew commences November 1, 2019 and ends October 31, 2024, provided that Lessee shall give to the Director not earlier than May 1, 2019 or later than August 1, 2019, written notice of its request to renew this Agreement. Any option extension must be in writing and signed by Director and Lessee prior to the effective extension."

3. **Paragraph 8 "Maintenance and Repairs"** is amended to add the following seventh paragraph:

"Lessee shall adhere to the requirements of the permit issued to the County of San Luis Obispo by the Regional Water Quality Control Board (RWQCB) that governs stormwater and non-stormwater discharges. Activities performed on the Premises shall conform to the permit, and Lessee shall adhere to Best Management Practices (BMPs) attached as Exhibit "D" and/or future BMPs required by the RWQCB. Lessee shall allow the County to inspect the Premises to verify compliance with BMPs and will cooperate with County to fulfill the reporting requirements of the RWQCB."

4. **Paragraph 12 "Indemnification"** is deleted in its entirety and replaced with the following:

"To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Lessee's performance or attempted performance of any obligation or duty provided for or relating to this Lease and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect."

5. **Paragraph 13 "Insurance"** is deleted in its entirety and replaced with the following:

"Lessee shall obtain and maintain for the entire term of the Agreement and Concessionaire shall not perform any work under this Agreement until after he has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Concessionaire shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

A. Commercial Liability Insurance: Lessee shall maintain in full force and effect for the period covered by this Contract, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Concessionaire's operations in the performance of this Contract, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The policy must cover personal injury as well as bodily injury.
- (3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Concessionaire has any employees, Concessionaire is required to be insured against liability for workers' compensation or to undertake self-insurance. Concessionaire agrees to comply with such provisions before commencing the performance of this Contract.

C. Additional Insureds to be Covered: The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Concessionaire's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

D. Certification of Coverage: Prior to commencing work under this contract,

Concessionaire shall furnish County with the following for each insurance policy required to be maintained by this Agreement:

- (1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
- (2) A Workers' Compensation certificate of insurance must be provided.
- (3) Upon written request by the County, the Concessionaire shall provide a copy of the complete insurance policy.
- (4) Approval of Insurance by County shall not relieve or decrease the extent to which the Concessionaire may be held responsible for payment of damages resulting from Concessionaire's services or operations pursuant to this Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve Concessionaire's obligations to provide the insurance coverage required by the specific written provisions of this Agreement.

E. Effect of Failure or Refusal: If Concessionaire fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to furnish County with the certifications required by Subparagraph D. above, County shall have the right, at its option, to forthwith terminate the Agreement for cause.

Lessee shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises, as set forth above."

6. Paragraph 16 "Rules & Laws" of the Lease is amended to add the following second paragraph:

"Lessee shall comply with any County smoking ordinance, including that which may apply to County-owned land, and may request written approval of a designated smoking area by the County Public Health Director, if permitted by law."

All other provisions of said Lease shall continue in full force and effect.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT////////////////////////////////

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of this _____ day of _____, 2014.

COUNTY OF SAN LUIS OBISPO

LESSEE:

By: _____
Chairperson of the Board of
Supervisors


ARROYO GRANDE & GROVER BEACH
CHAMBER OF COMMERCE, a Domestic
Nonprofit

APPROVED BY THE BOARD OF SUPERVISORS

I, Judith Bean, certify that I am authorized
to sign as President/CEO of the Arroyo
Grande & Grover Beach Chamber of
Commerce the within instrument in my
stated capacity and that said execution of
the same shall be binding.

This _____ day of _____,
2014.

ATTEST:

By: 
Judith Bean, President/CEO

Clerk of the Board of Supervisors

Date: Sept 3, 2014

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Date: 8/29/14



San Luis Obispo County General Services Agency Stormwater Facility Site Inspection Report

General Information			
Facility Name: Arroyo Grande South County Regional Community Center	Facility Location or Description: 800 West Branch Street, Arroyo Grande		
County Facility Code & APN: PAC01 007-011-050	Date of Inspection: March 10, 2014		
Inspector's Name(s), Title(s) & Phone: Manuel Acosta – Intern, 805.781.5210	Type of Inspection: <input type="checkbox"/> During storm event <input checked="" type="checkbox"/> Regular Maintenance <input type="checkbox"/> Pre-storm event		Total Parking Area: Approximately 69,375 square feet, 142 parking stalls (Parking Lot shared with Arroyo Grande Library)
	Total Building Area: 8,944 square feet (approx.)		
Proximity to Receiving Water: Does the facility discharge directly or adjacent to a 303(d) water body or environmentally sensitive area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Weather Information			
Weather at time of this inspection? <input checked="" type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds <input type="checkbox"/> Other: Temperature: 72 Degrees			
Site Stormwater Management Information			
Is there a chronic history of spills and leaks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		Is there evidence of leaks and drips from equipment and machinery? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, describe:	
Have any discharges occurred since the last inspection? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		Is there a spill prevention and response team? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: County Maintenance provides mobile response to County Facilities as required	
Are there any discharges at the time of inspection, including non-stormwater related outfall? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:		Are appropriate spill containment and cleanup materials kept on site and in convenient locations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe: (Community Building Staff would rely on General Services Agency to respond)	
Are cleanup procedures for spills followed regularly and correctly? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, describe:		Are personnel regularly trained in the use of spill control materials? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, describe:	

EXHIBIT "D"

	Site Construction Project Activity	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
1	Are all slopes, graded and disturbed areas being worked on properly stabilized?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
2	Are natural resource areas (streams, wetlands, mature trees, etc.) protected with barriers, filtration or other BMP's?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
4	Are storm drain inlets properly protected and are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
5	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
6	Are washout facilities (paint, stucco, concrete) available, clearly marked and maintained?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
7	Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
8	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
9	Are non-stormwater discharges (wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

	Material Stored Onsite:	Typical Quantity/Frequency: (ex. - gal/day, lbs/wk)	Is Stored Material Likely to Generate Pollutants?	Corrective Action Needed and Notes:
1			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

EXHIBIT "D"



For Effectiveness of *Best Management Practices (BMP's)* listed, ☐1 = No BMP's used and stormwater pollution likely, ☐2 = Some BMP's used but not effective, ☐3 = Some BMP's used and moderately effective, ☐4 = Source control BMP's used and very effective/structural BMP's needed, or ☐5 All necessary BMP's used and very effective.

	Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
A	Vehicle and Equipment Fueling: (Ref. SC-20) • Are areas free of spills/leaks/trash, shutoff valves installed, staff training in fueling + cleanup procedures, spill control absorbent materials ready, drains labeled for oil/water separator, sewer, and stormdrain, fuel area cover or overhanging roof?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
B	Vehicle and Equipment Washing/Steam Cleaning: (Ref. SC-21) • Are areas free of spills/leaks/trash, vehicles cleaned at commercial cleaning facility off-site, washing area clearly marked, signage posted that discharges to stormdrain prohibited, trash containers provided, map of storm drain to prevent discharge of wash water?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
C	Vehicle and Equipment Maintenance and Repair: (Ref. SC-22) • Are areas free of spills/leaks/trash, idle equipment stored under cover, drip pans used for leaking vehicles/equipment, maintenance areas designed to prevent stormwater pollution, signs painted on stormdrain inlets to prohibit liquid or solid wastes, covered or roofed work area, spill control materials available?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
D	Outdoor Loading or Unloading of Materials: (Ref. SC-30) • Are areas free of spills/leaks/trash, materials stored inside when feasible, training of staff in transfer of materials + spill management, spill control materials available, dry sweeping of area, storage containers have lids and are in good condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
E	Outdoor Container Storage of Liquids: (Ref. SC-31) • Are areas free of spills/leaks/trash, liquids stored inside when feasible, training of staff in transfer of liquids + spill management, spill control materials available, storage containers have lids and are in good condition, secondary containment berm or curb?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

EXHIBIT "D"

	Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
F	Outdoor Process Equipment Operations and Maintenance: (Ref. SC-32) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, training staff in spill management, spill control materials available, secondary containment berm or curb, cover or overhead roof, trash containers provided, labeling of stormdrain? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
G	Outdoor Storage of Raw Materials: (Ref. SC-33) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, materials stored inside when feasible, outside stockpile areas covered, roofed over or enclosed, storage containers in good condition with lids, drums in secure storage area? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
H	Waste Handling and Disposal: (Ref. SC-34) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, trash collected and placed in covered dumpsters, storage containers in good condition, recycling containers utilized, areas dry swept regularly, no hazardous waste materials stored, secondary containment methods, staff trained in spill prevention? 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 Waste area containers in good condition with lids. Lids on recycle containers were open at time of inspection. Waste container in open enclosure with a closed lid. Area around waste container requires some pickup of sediment and vegetation debris. Multiple smaller waste containers located at rear building entry, all without lids but seemed to be cleared out regularly.
I	Building and Grounds Maintenance: (Ref. SC-41) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, drop cloths used for maintenance, any washing done with stormdrain filtration, spill control training and materials available, utilize non-toxic chemicals for maintenance, recyclable cleaning materials, regular dry sweeping? 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 Facilities in need of regular vegetation raking, sweeping and landscape maintenance. Some bare soil/sand areas lacking vegetation. Hillside has some brush piles that need to be cleaned up. At many locations the soils is dry and compacted.
J	Parking/Storage Area Maintenance: (Ref. SC-43) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, site designed to include vegetated strips, swales or infiltration devices, rooftop drains prevent drainage directly onto paved surfaces, lot includes semi-permeable hardscape, trash receptacles provided, dry sweeping and regular parking lot sweeping? 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 Parking area is shared with Arroyo Grande Library. Parking lot requires regular or maintenance sweeping, cleaning for vegetation, sand, vehicle oil stains. Parking lot appearance at approx. 50% of original or new life expectancy.
Other Comments or Non-Compliance Issues: Area for information and comments or incidents of non-compliance not described above: Arroyo Grande South County Community Center retains stormwater onsite and directs stormwater to the street gutter along Branch St. and towards the Arroyo Grande Creek channel. Sediment/sand and vegetation in need of sweeping from parking lots, drains and gutters. No pollutants generated or stored around facility. Waste receptacles enclosure in need of cleaning, removal of sediment and vegetation. Some vegetated and landscaped areas in need of groundcover or vegetation. Some locations, eroding soil or landscape bark/groundcover is overflowing landscaped planter, wood edging or curbing. Silt and vegetation to be cleaned, dry swept around parking lot. Multiple drains around site are unmarked ('Drains to Water Body'). At some point large tree branches were cut down and have not been removed near the front parking area. Dead tree branches are dry and can become fire hazard. Old wood sign behind building on empty patch of land to be removed. There is a pile of fresh soil at rear of building that may have been brought to site from another location. To patch up existing topo of area. Reference attached photos of facility.				

EXHIBIT "D"



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